

9/10/2009

Shelby County Health Department

Health Department: 1000M Multi-group

Equipment Code	Description	QTY	Unit List Price	Total List Price
Main Equipment Section				
NTDW41AAE6	Dell R300 COTS Server for Ent	1	5,246.00	5,246.00
NTHU65AC	CS 1000 Applications on COTS Server - R6	1	1,625.40	1,625.40
NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	1	60.20	60.20
NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	2	30.96	61.92
NTTL43AD	SRS Upgrade Upgd TM 4.0	1	0.00	0.00
NTM444CC	CF SW Kt (CPPIV) R6 No Dongl	1	0.00	0.00
SVOM0068	SRS - SW Upg L/L to R6.0	768	0.00	0.00
MPR10020	Universal Discount	1	0.00	0.00

Ancillary Equipment Section

Total Main Equipment Section	\$	6,993.52
Total Ancillary Equipment Section	\$	0.00
Total Equipment Before Discount	\$	6,993.52
Less System Discount	\$	3,397.14
Equipment Price	\$	3,596.38
Installation	\$	11,705.20
Training	\$	0.00
Estimated Shipping & Handling	\$	110.15
Total System Price	\$	15,411.73
<i>Taxes, if applicable, to be invoiced on final bill.</i>		
<i>Quote valid until October 25, 2009</i>		

**The proposed equipment list has been engineered
and compiled for use with or on the system with
serial no.: D13069**

RESTRICTED - PROPRIETARY INFORMATION
This document contains Proprietary Information which is
provided solely in connection with the specific opportunity
identified herein. AT&T provides this proprietary
information to the organization named, solely for its use in
connection with this opportunity and it may not be
disclosed to anyone outside the disclosed to party
without the prior written consent of AT&T.

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AT&T

Scope of Work

for

Shelby County Health Department

Customer Information (Billing):

Shelby County Health Department
814 Jefferson St
Memphis, TN 38105
Enter telephone on PBXNew
Contact Name: Jeff Yallope
Contact Phone Number: 901-545-3477

Customer Information (Installation Site):

814 Jefferson St
Memphis, TN 38105
Enter telephone on PBXNew
Contact Name: Jeff Yallope
Contact Phone Number: 901-545-3477

Project General Information:

Description/System Type: Health Department: 1000M Multi-group

Cutover date not specified. Cut date will be approximately 6 weeks from PM team assignment.
Sales Channel Name: Beverly Hadley
Sales Channel Phone: (901)485-6045
PMI Number: 99325

Health Department: 1000M Multi-group

General Description of Project

This Statement of Work ('SOW') between AT&T Global Services and Shelby County Health Department provides information and terms and conditions regarding the implementation for the equipment contained in this proposal.

AT&T will upgrade the existing CS1000M Multi Group system from Succession 5.5 to Succession 6.0.

During the upgrade the existing IPS1100 signaling server will be replaced with an IBMx3350 server. The server must be replaced to support Succession 6.0 software.

Existing TM 3.1 will be upgraded to TM 4.0.

Service affecting work will be completed after normal business hours.

Project Design Summary

Proposed System

System Type: 1000M Multi-group

Existing System

System Type: 1000M Multi-group

Back-up Power

Customer will provide a backup power system protection for this project

An existing backup power system will be used as part of this project
h Voice Menus Included

Additional Configuration and Options Information:

Training

Training has not been included as part of this proposal.

Additional Training Notes:

Installation and Testing

AT&T will coordinate/provide installation, testing, and documentation of the proposed system.

Network Connectivity

AT&T will provide all network services.

AT&T will Reuse Current Demarcation provided it is co-located with the installation of the new equipment.

Additional charges may apply if the Demarcation must be extended

AT&T will provide crosscut of proposed system to MDF.

Customer will be required to interface with their network vendor(s) in the case where the network is not AT&T provided.

If delays are encountered due to the network vendor(s), charges at a Time and Material rates may apply.

Perform system burn-in, testing, and verify system functionality per manufacturer specifications.

Designate, place, and test all equipment per the equipment list.

Will clean-up debris in work area to customer-provided disposal site.

Cabling Information

Cabling Disclaimer

The customer has elected to provide AT&T with good cable records and assume responsibility for all station cabling and associated records not identified above. AT&T's responsibilities shall be limited to cross connecting station wiring to the MDF in the main equipment room where the Nortel equipment cabinets are installed. The customer shall be responsible for all station wiring and connectivity beyond the MDF, including all intermediate cross-connections. Pair 1 (blue/white), of CAT 3 or equivalent, of each horizontal station cable for each telecom outlet shall be terminated on the center pins of a 6-position outlet. The customer shall provide AT&T with clearly marked floor plans for all locations to be equipped with station devices which shall include a unique telecom outlet (TO) number and a common symbol for each voice jack.

The customer shall provide accurate cable records in an agreed upon electronic format that shall identify the corresponding MDF cable and pair number and station device for each TO. Where necessary and mutually agreed upon, AT&T will provide assistance for the tone and tag, or problem resolution, of the customer's station wiring on a time and material basis.

Existing cabling is being reused.

Installation will occur during normal business hours. After hours cutover has not been included as part of this project.

Additional Installation and Testing Notes:

Input Voltage

Operating Environment

Ambient Temperature -

Recommended: 15-30 degrees C, 59-86 degrees F

Absolute: 10-45 degrees C, 50-113 degrees F

Relative Humidity % Without Condensation -

Recommended: 20%-55%

Absolute: 20%-80%

Temperature change rate to be less than 10 degrees Celsius (50 degrees Fahrenheit) per hour

Power Consumption and Heat Dissipation

cPCI Core/Networks Module: 360 Watts, 1230 BTU/hr

Network Module: 240 Watts, 820 BTU/hr

Intelligent PE (IPE) Module: 460 Watts, 1570 BTU/hr

Miscellaneous Room Requirements

Location selected to install equipment should not be subject to vibration.

Equipment should be located at least 12 feet away from sources of electrostatic, electromagnetic, or radio frequency

interference (e.g. copy machines, electrical transformers).

Dimensions and Weight

Modules:

Weight Empty: 50 lb. (22.7 kg)

Weight Full: 130 lb. (59 kg)

Width: 32 in. (81.2 cm)

Depth: 22 in. (55.9 cm)

Height: 17 in. (43.2 cm)

Pedestal :

Weight Empty: 40 lb. (18.2 kg)

Weight Full: 70 lb. (31.8 kg)

Width: 32 in. (81.2 cm)

Depth: 26 in. (66 cm)

Height: 10 in. (25.4 cm)

Top Cap:

Weight Empty: 15 lb. (6.8 kg)

Weight Full: 15 lb. (6.8 kg)

Width: 32 in. (81.2 cm)

Depth: 22 in. (55.8 cm)

Height: 4 in. (10.0 cm)

Up to 4 modules are allowed per column and based on Nortel Engineering Rules.

AT&T Global Services Power Quality Team

To assist our customers in engineering/implementing site conditions to comply with the system equipment warranty conditions, AT&T Global Services Power Quality engineers offer a letter presenting will assist in specification of environmental (including electrical) conditions specific to your PBX system. This letter assistance may be requested through your AT&T Global Services representative.

AT&T Responsibilities

AT&T will coordinate ordering, shipping, and delivery of equipment and materials to the installation site.

Customer Responsibilities

Material Handling

Customer to assume responsibility for equipment at delivery.

Additional Customer Responsibilities:

Ensure that required IP Address information is delivered to AT&T before the scheduled "kickoff" meeting with Project Management.

Notify the AT&T Project Manager of any schedule changes at least ten (10) business days before any scheduled activity. Scheduling changes and/or cancellations made within the ten-day (10) window shall be subject to AT&T's then current cancellation charge.

Customer Network Readiness Acknowledgement

Customers who purchase VoIP and/or IP Telephony products (including Communication Server 1000) need to ensure that the LAN and WAN configurations used by Customer are adequate to support VoIP communications throughout the Customer network infrastructure. It is the Customer's sole responsibility to make sure that their LAN and WAN infrastructure will meet and support VoIP specifications that provide acceptable VoIP quality. Network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) are the responsibility of the Customer.

To successfully implement VoIP, the Customer's data network must be able to support the demands of voice traffic concurrent with the data demands. Thus, a high performance network must be in place prior to VoIP equipment implementation in Customer's network. Without a successful high performance network infrastructure, a Voice over IP product may have undesirable performance. Customer should also be aware that future changes to its network, such as increased traffic, added or modified applications, or new locations may impact network performance. Customer is solely responsible for such changes and any resulting network impacts.

Customer Network Requirements

Separate VLAN for Voice over IP traffic.

Dedicated Category 5 or better Cabling and Layer 2 switch port per IP device (station)

Ethernet network 100MBs minimum, no Token Ring

Adequate bandwidth to support your voice and data traffic volume demands over the network. Each Voice over IP Call consumes approximately 80 Kbps of bandwidth using a G.711 CODEC. Additional CODEC options are available that lower the per call bandwidth requirements on a network.

Low Delay (Latency) to ensure a good quality voice conversation (≤ 125 milliseconds recommended).

Minimal Packet Loss (long term average $\leq 1\%$ and sort term not to exceed 5% in any 10-second interval are recommended) to ensure parts of a conversation are not distorted or lost especially during bursty data traffic flows.

Low Jitter (recommend maximum not to exceed 4%) to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.

Switched Layer 2 infrastructure (no Hubs)

Recommend Quality of Service (QoS) throughout the voice IP path by placing only voice in the highest priority queue to ensure voice receives the bandwidth and latency required for effective voice communications.

Please sign where indicated below to acknowledge receipt of this important information:

Customer Signature

Printed Name

Date

Consulting Services Acknowledgement

AT&T Consulting Services for IP Telephony

AT&T considers Consulting Services critical to a successful deployment of any IP Telephony solution. Consulting Services provides a comprehensive evaluation of the Customer's existing voice and data network infrastructure and provides an evaluation of that network's configuration, performance and readiness for IP Telephony technologies.

Your AT&T Account Team can provide a proposal, costs, and deliverables of a Consulting Service engagement to assess your network's readiness to support Voice over IP.

Please indicate whether you wish to purchase this evaluation from AT&T:

_____ Yes

I understand the importance of assessing the capabilities of my network to support IP Telephony before implementation and wish to purchase Consulting Services from AT&T to assess my network. Your Account Team will provide a separate Statement of Work that defines the Consulting Services engagement.

_____ No

I do not wish to purchase Consulting Services from AT&T to assess my network at this time. I understand that AT&T can, therefore, not affirm that the solution will work effectively in my network environment, and I assume full responsibility for my network's performance. Additional consulting, and/or design engineering support may be provided at a later time at additional cost.

AT&T Consulting Services or a Customer provided assessment is designed to analyze the existing network infrastructure and provides an evaluation of the configuration, performance and readiness of transmitting voice over Internet Protocol transport networks. Any network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) required to meet the performance requirements are outside the scope of an AT&T Consulting Services engagement and are the responsibility of the Customer.

Please sign where indicated below to acknowledge receipt of this important information:

Customer Signature

Printed Name

Date

911 Emergency Service Acknowledgement

Please read this notice concerning compatibility of IP Phone Sets with your 911 service.

Two general areas of concern exist regarding the implementation and operation of 911 Emergency Service in an IP Telephony environment. The first is powering of the phone set and the second is routing and information exchange for processing a 911 call with accuracy.

Many digital, ISDN and IP phone sets, including Nortel IP Phone sets, are inoperable during a commercial power outage if not supported by an Uninterrupted Power Supply (UPS) connected to either each local transformer/power block or to each LAN switch supplying "inline power" over LAN wiring. Ethernet switches, routers, Nortel Call Server and IP telephone gateways may also need to be protected by a UPS. **THE FAILURE TO USE UPS PROTECTION MAY AFFECT USERS' ABILITY TO REACH 911.** You are advised to use the in-line power option for all Nortel Communication Server 1000 components, IP Phone sets, and PCs and to provide UPS service for all components along the voice traffic and call processing path in the network.

The placement of IP telephone gateways, a well-designed dialing plan, and backup Call Server support are critical for accurate Emergency 911 call processing. Where only basic 911 service is available (enhanced 911 (E-911) service is not available in all areas in the United States.), you may be required to have a local IP telephone gateway at each site as well as a dialing plan that uses the local gateway for 911 calls.
OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR THE CALL MAY BE ROUTED TO AN INCORRECT 911 OPERATOR.

If E-911 service is available in your area, it offers the capability to provide to the 911 Operator the geographic location of the remote user. You must equip your VoIP gateway with an ISDN Primary Rate Interface (PRI) voice port, or a Foreign Exchange Office (FXO) port with an external Centralized Automatic Message Accounting (CAMA) translator box to utilize the E-911 functionality. You also must maintain a location database that maps the calling party telephone number to the physical location of the calling party (i.e. building/floor/room). The E-911 system will use this database to direct emergency services to the appropriate location. The use of Nortel VoIP applications may require additional configurations and hardware to correctly implement E-911. **OTHERWISE, THE 911 OPERATOR MAY NOT BE ACCESSIBLE OR INCORRECT LOCATION INFORMATION MAY BE PROVIDED TO THE 911 OPERATOR.**

You are solely responsible for determining whether you will equip your VoIP system with the foregoing functionality. If you do, the network and database, equipment and services required to provide this capability will be provided at an additional charge. You will be solely responsible for maintaining the location database and potentially other configuration parameters, which must be updated every time the physical location of an IP phone changes. You may be required by state law (for instance, in Illinois and Texas) to purchase equipment or maintain databases to provide user-specific location information. Neither AT&T nor the equipment manufacturer can advise you as to what your legal obligations are in this respect. You should consult your attorney.

Our sales manager will be happy to answer questions you may have concerning the way your system works with 911 service and provide further information regarding that matter upon your request.

Please sign where indicated below to acknowledge receipt of this important information:

Customer Signature

Printed Name

Date

RESTRICTED - PROPRIETARY INFORMATION

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. AT&T provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the named parties without the prior written consent of AT&T.

SO AGREED by the Parties' respective authorized signatories:

Customer Name:

By: _____

Name: _____

Title: _____

Date: _____

AT&T Global Services:

By: _____

Name: _____

Title: _____

Date: _____

Customer Initial

**AT&T Equipment Solutions - Voice CPE Resale and Support Services
Addendum To Master Agreement**

Addendum Number: 20

This Addendum ("Addendum"), entered into by SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and Shelby County Health Department ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Master Agreement ("Agreement") dated:

11/10/2006

between the parties thereto. In the event of a conflict in terms, the order of priority shall be the applicable Attachment to this Addendum, this Addendum, and then the Agreement.

Customer Name: Shelby County

Customer Billing Address: 160 N. Main, Suite 700

Customer Billing Address: _____

(City, State, Zip) Memphis, TN 38103

Customer Billing Number: _____

Location of Equipment (Delivery/Installation Site Address):

(street) 6470 Haley Rd

(city, county, state, zip) Memphis, TN 38134

Date of Submission: 8/26/2009

Lessor: N/A

Delivery Date: _____

Installation/Cutover Date: _____

Purchase Order Number: _____

PRODUCT PURCHASE PRICE

1. Total Price of Product	\$ <u>3,596.38</u>
2. Total Charge for Installation/Training/Cutover	\$ <u>11,705.20</u>
3. Total Product Purchase Price	\$ <u>15,301.58</u>

Taxes & Shipping will be listed separately on the invoice.

PRODUCT PAYMENT TERMS

Customer Initials above
payment option chosen: _____

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>	
Down payment:	50%	25%	25%		\$ <u>3,825.40</u>
Delivery:			50%		\$ <u>0.00</u>
Cutover:	50%	75%	25%		\$ <u>11,476.19</u>
TOTAL:					\$ <u>15,301.58</u>

¹ Option 1 is the standard billing terms for business sales. Option 2 is used for large businesses or other businesses that are purchasing over \$16,000 and have been in business at least 2 years with DAB Paydex of > 60. Option 3 is only allowed if the Purchase Price is over \$50,000 and the scheduled cutover date is more than 60 days after execution of this Addendum. Option 4 is for non-standard billing and payment term requests and is subject to the approval of credit verification. All options are subject to Credit Approval.

**AT&T Equipment Solutions - Voice CPE Resale and Support Services
Addendum To Master Agreement**

SELECTION OF MAINTENANCE AND SERVICE PLANS: (For Warranty see section 5)

AT&T Maintenance Services: ☐ Complete ☐ Essential ☐ Dedicated ☐ Custom

Avaya Maintenance Services: ☐ Full Coverage 8x5 ☐ Full Coverage 24x7 ☐ Custom

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ _____ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Contact Center Software Support Services (CPE Maintenance Services and Software Release Subscription are Purchased Separately)

☐ Complete ☐ Essential

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ _____ 0.00 (plus tax, if applicable)

Payment Terms (default is annual):

☐ Prepayment ☐ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Financing

Software Release Subscription Service (CPE Maintenance Services and Call Center Software Support Services are Purchased Separately)

☐ ACCEPT - Customer Initials: _____ ☐ DECLINE - Customer Initials: _____

Initial Term: () Years From: _____ To: _____

Annual Price: \$ _____ 0.00 (plus tax, if applicable) Total Price: _____ (See Equipment List for details)

Payment Terms (default is annual): ☐ Prepayment ☐ Annual

This Addendum may be withdrawn by AT&T if not signed and returned by the Customer within sixty (60) days from the Date of Submission referred to above.

SO AGREED by the Parties' respective authorized signatories:

Shelby County Health Department	AT&T GLOBAL SERVICES
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By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NOTE: This Addendum must always be associated with a Master Agreement and may not be executed as a standalone agreement.

Attachments:

- 1 ☐ Statements of Work e.g. SOW, SCOW, PIG
- 2 ☐ Bill of Materials for Equipment and Services
- 3 ☐ Invoicing Schedule and Payment Terms
- 4 ☐ Implementation Timeline
- 5 ☐ Certificate of Acceptance
- 6 ☐ Avaya Maintenance Services
- 7 ☐ Other: _____

**AT&T Equipment Solutions - Voice CPE Resale and Support Services
Addendum To Master Agreement**

1 SCOPE

This Addendum covers AT&T's sale of and support services for Voice Customer Premise Equipment ("CPE" or "Equipment") under the attached Bill of Materials, Order or other applicable document. Installation and/or maintenance Service for such Equipment to be provided by AT&T under the Maintenance Plan identified above (the Maintenance Plan"), and as further described below. The Equipment is further described in the attached Bill of Materials, Order, SOW, Equipment listing or other applicable attachment. This Addendum also covers any Orders issued under this Addendum, as well as any additions or replacement to the Equipment or Service.

2 AT&T SERVICE AND SERVICE EXCLUSIONS

- A. During the term of the Maintenance Plan, AT&T will repair Equipment that malfunctions due to wear and tear resulting from normal use in accordance with standard operating instructions. Items excluded from coverage under the Maintenance Plan are headsets, portable telephones (cordless/wireless), answering machines, Customer-provided servers, UPS systems, power conditioners, power supplies (including batteries and chargers), intra-building distribution cabling, consumables and any Software which is at a revision level not supported by the Software licensor. AT&T does not remove or recycle batteries.
- B. The Maintenance Plan and any and all warranties provided to Customer in this Addendum or the Agreement do not cover malfunctions or defects resulting from abnormal or nonstandard uses or conditions including, but not limited to, the following types of causes: failure to provide a suitable environment for the Equipment, including exposure to improper temperature, humidity, chemicals or airborne agents, Customer abuse, misuse or use contrary to standard operating instructions; improper electrical voltages or currents; power or lightning surges or power interruption; improper storage or placement of the Equipment; damage caused by unauthorized attachments or modification; use with or interconnection of the Equipment to incompatible electrical or mechanical devices; and the installation, maintenance or disassembly, repair or alteration of the Equipment by any person other than AT&T, or an entity expressly approved by AT&T in writing; or Forced Majeure occurrences.

In such excepted cases, Customer will pay AT&T in accordance with AT&T's then prevailing rates in connection with diagnosing such excepted problems and for any resulting repairs. (i) Customer is solely responsible for adequately backing up data and ensuring that its networks/systems are secured against unauthorized intrusion; and (ii) acknowledges that CPE/Software that supports telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) may experience certain compromises in performance, reliability and security even when performing as warranted and that failure to follow manufacturer/licensor recommendations may make such compromises more acute.

- C. AT&T's maintenance Service provided under the Maintenance Plan shall include preventive and remedial maintenance, as required by the CPE manufacturer's specifications or by AT&T. Replacement parts and products may be new or equivalent to new in performance. Such parts and products will be furnished on an exchange basis and the returned parts and products will become the property of AT&T. AT&T's preventive and remedial maintenance Service obligations hereunder do not include, and AT&T is not otherwise obligated to provide replacement parts, software upgrades, software patches, second tier help desk support, or maintenance Service resulting in CPE functionality which exceeds that expressly provided in manufacturers' or suppliers' specifications at the time such product was installed (including Year 2000 functionality).
- D. AT&T makes no guarantee as to parts availability on Equipment, Software, and Software support that has been discontinued by its manufacturer or reached "end of life" status. In the event replacement parts, Software, or support are not readily available, AT&T shall advise Customer and Customer shall have the option at AT&T's discretion to replace or upgrade the Equipment or Software with a similar product at AT&T's then prevailing rates. In the event Customer declines to authorize such replacement, AT&T shall delete such Equipment from this Addendum and cease providing Service for such Equipment, and AT&T will issue, if applicable, a pro-rata refund for such deletion. Additionally, Customer agrees to pay any additional charges that may be incurred by AT&T for product support services from the manufacturer for products that are manufacturer discontinued or have been placed into "end of life" status.
- E. The periodic charges specified herein include all the stated maintenance Service performed at any time in connection with Emergencies and Non-Emergencies during Normal Business Hours. An "Emergency" is defined as any malfunction that leaves Customer unable to place or receive calls through the CPE, or any other failure agreed to in writing by the Parties.
- F. Service performed outside of Normal Business Hours or outside the scope of the Maintenance Plan (as described in Section 7 below) will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site. Customer shall also be responsible for travel and living expenses, when required. Provisioning of such Service shall be at the discretion of AT&T and shall be subject to the availability of personnel and parts, if applicable.
- G. In the event AT&T responds to Customer's request for Service and AT&T reasonably determines that the problem was not caused by the Equipment maintained herein, Customer will be responsible for additional charges for such response at AT&T's then prevailing rates.

**AT&T Equipment Solutions - Voice CPE Resale and Support Services
Addendum To Master Agreement**

H. AT&T's responsibility with respect to its obligation to provide maintenance Service under this Addendum shall be limited to the Customer's side of the CPE residing on the Demarcation Point ("Demarcation Point" is defined as the point between facilities controlled or owned by the local telephone carrier and those facilities controlled or owned by Customer). Maintenance Services include maintenance as described herein for: (i) the CPE and/or associated system software stated herein; and (ii) such other equipment and/or software which is subsequently added to this Addendum by an Order, attachment or other applicable document. In the event that AT&T responds to Customer's request for Service and Customer's claim of CPE malfunction is due to problems on the local telephone utility's side of the Demarcation Point due to malfunctions in equipment or software other than that covered by this Addendum, Customer will be responsible for additional charges for such response in accordance with AT&T's then prevailing rates.

I. AT&T may suspend performance or terminate this Addendum if Customer fails to pay all amounts due by the applicable due date and such failure is not cured within 10 days of receiving AT&T's notice of non-payment.

3 SHIPPING AND DELIVERY

A. All shipping, transportation and delivery charges for the Equipment, including expedites, shall be paid by Customer. AT&T shall use commercially reasonable efforts to deliver the Equipment by the delivery date specified in this Addendum. Customer may, upon written notice to AT&T no later than ten (10) days prior to delivery, postpone the delivery, installation or Cutover dates specified in this Addendum one (1) time.

B. Such postponement shall not exceed thirty (30) days from the originally scheduled delivery, installation or Cutover dates and is subject to price changes.

4 INSTALLATION AND CUTOVER

In the event AT&T connects the Equipment or installs the Software on such Customer owned equipment, AT&T shall not be liable for any damage to such Customer owned equipment, unless due to AT&T's sole negligence. AT&T shall use commercially reasonable efforts to complete installation and Cutover of the Equipment by the dates specified in this Addendum. Cutover shall be deemed accomplished upon connection to the telephone network to place and receive calls. Cutover of Equipment that is not dependent on the telephone network will occur when the Equipment is operational.

5 WARRANTY AND WARRANTY EXCLUSIONS FOR NORTEL SOLUTIONS

A. Unless otherwise provided within Bill of Materials, Statement of Work or other attachment, the "Warranty Period" for Equipment shall be twelve (12) months (and in the case of AT&T-provided Software related to the Equipment, ninety (90) days (or such longer period provided by AT&T's applicable Software licensor)) from the date of delivery to the carrier for shipment, or from the date of installation when AT&T provides installation (or from such other date as determined by the applicable Equipment/Software manufacturer/licensor). AT&T warrants that during the Warranty Period, the Equipment/Software shall materially conform to the manufacturer's/licensor's published specifications. If Customer notifies AT&T of a material defect during the Warranty Period, AT&T shall, at AT&T's sole option, repair or replace the Equipment/Software, free of charge to Customer. AT&T's repair or replacement of Equipment/Software shall be Customer's sole remedy for breach of the warranty as stated herein.

All warranty Services will be performed during Normal Business Hours (8:00 AM – 5:00 PM local time) unless the Customer has purchased Complete level of warranty Service (as described in Section 7 below) at the time of initial purchase. All warranty Services performed outside of Normal Business Hours will be charged on a per occurrence basis billed in fifteen (15) minute increments with a minimum of two (2) hours at AT&T's then prevailing hourly or premium hourly rate including travel time to and from Customer's Site.

B. During the Warranty Period, any change in the location of CPE must be performed by AT&T and shall be at Customer's expense.

C. Customer may request warranty Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) business hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer-provided access line and remote access device on all covered equipment with capabilities.**

D. In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site, Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment.

6 LICENSES

Software is provided subject to the particular licensor's standard software license. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Addendum binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Addendum and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

7 AT&T MAINTENANCE SERVICE DESCRIPTIONS

A. AT&T Voice CPE Maintenance Services – Complete

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within two (2) hours for PBX systems and four (4) hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical; **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site., Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and shall have final determination of the status of such equipment.

B. AT&T Voice CPE Maintenance Services – Essential

Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) business hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.**

In the event the problem is a non-Emergency, AT&T shall use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate, within eight (8) **business** hours, and will complete the appropriate repairs as soon as reasonably practical. AT&T will arrange to replace defective telephone sets and cords by shipping replacements to the customer's site. Customer must return the defective equipment within ten (10) days or AT&T shall invoice Customer for the full replacement cost. AT&T reserves the right to inspect all defective equipment and AT&T shall have final determination of the status of such equipment. "Business hours" refers to services performed during Normal Business Hours. Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

C. AT&T Voice CPE Maintenance Services – Dedicated

- (i) AT&T will provide technician, Customer Service Representative, Project Manager, or other agreed upon resource(s) as set forth herein or within an associated Statement of Work, on an annual basis to perform installation, maintenance, and/or move, add or change activities.
- (ii) AT&T shall, at its sole discretion, assign either a qualified AT&T employee or contractor ("Resource") or a combination of both to provide Services to Customer during Normal Business Hours.
- (iii) Each Resource will be granted time off for lunch and breaks as mandated by any labor agreement, Federal, State, County or City laws that are applicable. Customer must provide adequate office facilities/quarters/storage for Resource to administer daily responsibilities.
- (iv) Customer may also purchase optional replacement parts coverage associated with Dedicated.
- (v) Customer may request maintenance Service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is an Emergency, AT&T will use reasonable commercial efforts to respond to Customer's report of a malfunction by beginning remote diagnosis, as appropriate within two (2) **business** hours for PBX systems and four (4) **business** hours for key, hybrid or any other system, and will complete the appropriate repairs as soon as reasonably practical. **Remote diagnostics require customer provided access line and remote access device on all covered equipment with capabilities.** Any Services performed outside of the Normal Business Hours shall be performed within mutually agreed to time periods.

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- D. **AT&T Voice CPE Maintenance Services -- Custom.** Custom provided maintenance shall include the Services as agreed to by Parties as described in the document.

8 OPTIONAL AT&T VOICE CPE SUPPORT SERVICE PLAN DESCRIPTIONS

A. Contact Center Software Support Services Option:

If selected on page 2 above, Customer elects to purchase AT&T Software Support Services as additional support to the selected maintenance plan. The additional support is described below:

- (i) AT&T's software support services may include preventive and/or remedial maintenance, as required by AT&T or its supplier. The software support services may also include technical telephone consultation and diagnostic assistance, problem origination and expedite resolution. Software support services are typically performed remotely. AT&T may provide on-site support services as AT&T deems necessary. AT&T's preventive and remedial software support services obligation hereunder do not include, and is not otherwise obligated to provide software releases, updates, upgrades or maintenance service resulting in Contact Center Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Any software which is at a revision level not supported by the software licensor will be excluded from coverage.
 - (a) **Contact Center Software Support Services – Complete.** This service option is available with the AT&T Voice CPE Support Services - Complete Maintenance Plan. Customer may request software support service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) hours after Customer's notification is logged in at AT&T's Data Services Customer Care Center (DSCC), commence error correction activity from a remote location. In the event AT&T does not respond within two (2) hours to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location.
 - (b) **Contact Center Software Support Services – Essential.** This service option is available with the AT&T Voice CPE Support Services - Essential Maintenance Plan. Customer may request maintenance service twenty-four (24) hours a day, seven (7) days a week by calling AT&T. If Customer's problem is Severity Level 1 (as described herein), AT&T shall, within two (2) business hours after Customer's notification is logged in at AT&T's DSCC, commence error correction activity from a remote location. In the event AT&T does not respond within two (2) business hours, during AT&T's Normal Business Day, to Customer's Severity Level 1 (as described herein), the problem will be escalated. If Customer's problem is a Severity Level 2 or 3 (as described herein), AT&T shall use reasonable efforts, within eight (8) business hours, after Customer's problem is logged in by the DSCC, to commence error correction activity from a remote location, during AT&T's Normal Business Day.
- (ii) **Severity Levels Defined**
 - (a) **Severity Level 1.** Application is inoperative; inability to use application materially impacts Customer's operations. If a bypass procedure is not utilized, AT&T will continue error correction activity according to selected maintenance plan or optionally, on a time and materials basis. In addition, AT&T shall provide verbal status reports on Severity Level 1 errors at intervals of no less than twice per day to designated Customer support representative, until a bypass is found.
 - (b) **Severity Level 2.** Application is usable with limited functions. Error condition is not critical to continuing operation. Customer or AT&T has determined the method of work around for the error condition.
 - (c) **Severity Level 3.** Application is usable, but a minor problem exists.

B Software Release Subscription Services Option (Applies only to specific Nortel products). Customer elects to purchase Software Release Subscription Services as described below:

- (i) **Software Release does not include maintenance coverage on Customers CPE.** Maintenance coverage must be purchased separately.
- (ii) Software Release Subscription (SRS) provides entitlement to new General Announcement (GA) releases of software as approved for use by AT&T for specified Nortel Networks Enterprise Systems (Nortel) at a fixed price. SRS is a non-transferable, non-refundable contracted service offering, which provides customers access to future major and minor software releases, "like-for-like" with existing customer-owned software for the term of the SRS Service Plan. Hardware, labor or maintenance costs associated with any upgrades are not covered and any licenses/software that are added during the term of the SRS Service Plan will incur additional charges. **In accordance with this agreement, all system hardware upgrades, software upgrades, Moves, Adds, Changes, and repairs must be performed by AT&T.** Failure to adhere to this policy will result in additional charges or cancellation of this agreement.
- (iii) AT&T makes no guarantees as to the number of new software releases that will be released by the manufacturer for the term of the SRS Service Plan. Once AT&T has approved a new software release for general availability, the customer may notify their Sales Representative of their desire to upgrade. Failure to upgrade to the latest software release may result in incompatibility with new or existing applications. Additional charges will be incurred to upgrade if software level is not kept at the current level.

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- (iv) AT&T is not otherwise obligated to provide software release information, updates, upgrades or maintenance service resulting in Software functionality which exceeds that expressly provided in AT&T's or its suppliers' specifications at the time such Software was installed (including Year 2000 functionality). Section 3.9, of the Master Agreement (Warranties; Disclaimer of other Warranties) applies to any software subscription by Customer under this Section.

9 AGENCY

During the term of this Addendum, Customer will not permit any other person to maintain, repair or modify the CPE or to connect any other equipment. To the extent necessary for AT&T to perform its Services under this Addendum, Customer agrees that AT&T will be Customer's Site agent to represent Customer in any dealings with any telephone company or government agency with respect to CPE maintenance provided hereunder. Customer assumes all ongoing responsibility of directory listings, credit cards, system security, billing arrangements and other items not related to Equipment or Services provided by AT&T unless expressly stated otherwise under this Addendum or some other express written agreement between Customer and AT&T.

10 CHANGE IN EQUIPMENT

AT&T will have the right and option of conducting periodic equipment reviews for additions and/or deletions which may have occurred and all service pricing shall be adjusted accordingly. In the event Customer elects to terminate portion(s) or reduce the grade of the maintenance Services provided hereunder, Customer shall be liable for fifty percent (50%) of the fees for the terminated or reduced portion of the maintenance for the remainder of the term of this Addendum plus any non-recoverable costs including, but not limited to, those amounts paid or due and payable to third parties as incurred by AT&T directly in connection with the provisioning of such Equipment and Services for Customer.

11 RENEWAL

Unless terminated by either Party upon at least thirty (30) days written notice prior to expiration of the then existing Term, and to avoid Service interruption, the then current Term of any services included in this Addendum shall automatically extend for consecutive one (1) year Term(s) at AT&T's then current pricing for such Services. Upon extension of any Maintenance or Service Plan, the services provided by AT&T shall remain unchanged (except with respect to pricing) unless both Parties agree in writing to any changes at the time of extension. AT&T may only increase the price of the Maintenance or Service Plans provided herein at: (i) the expiration of the initial term; (ii) commencement of any subsequent extension term; or (iii) the time Equipment is changed, upgraded or added to this Addendum. AT&T will provide Customer with a thirty-day notice of such increases.

12 AT&T CAPITAL SERVICES ("AT&T-CS") FINANCING OPTION

☐ _____ [Customer initials]

Customer elects to finance the Total Purchase Price through AT&T-CS. Customer hereby requests that AT&T invoice AT&T-CS and arrange for payment as described below:

AT&T will invoice Customer in care of AT&T-CS for 100% of the Total Purchase Price upon Cutover (as defined in the Agreement) and the invoice shall be paid promptly after its delivery to AT&T-CS, provided that all required lease documentation has been properly executed and received by AT&T-CS. If all lease documentation is not executed and received by AT&T-CS, Customer agrees and will pay the Total Purchase Price to AT&T upon receipt of an invoice.

END OF DOCUMENT